



Gettysburg Borough Storm Water Authority

Rates, Rules and Regulations Policy Manual

EFFECTIVE: July 1, 2019
REVISIONS: July 8, 2019
REVISIONS: May 11, 2020

GBSWA Incorporated 2018

Chapter 1	Definitions	2
Chapter 2	Connections to the System	6
	Unlawful Connection to System	
	Grandfathered Connections	
	Conditions for Connection to System	
	GBSWA Assumptions	
Chapter 3	Fees.....	8
	Assessed Fees	
Chapter 4	Billing and Collection	9
	Parcels Subject to SMP Fees	
	Frequency of Billing: Payment at Discount, Face, and Penalty	
	Delinquent Bills Past 10% Penalty Due Date	
Chapter 5	Right of Inspection	12
	5.1 Availability for Inspection	
	5.2 Notice of Non-Compliance	
Chapter 6	Unlawful Use of Storm Water Management System.....	13
	Unlawful Use	
Chapter 7	Prohibited Wastes	14
	Prohibitions	
Chapter 8	General and Miscellaneous Provisions.....	15
	Administrative Staff Authorization	
	Floods and Flood Insurance	
	Review and Setting of Rates, Rules, and Regulations	
	Adverse Court Opinion	
	Intent of Rates, Rules, and Regulations	
Chapter 9	Appeal Procedures.....	16
	Process for Appeals	
	Review of the Appeal	
Chapter 10	Policies and Procedures Authorized	17
	Adoption of Rules, Regulations, and Procedures	
Chapter 11	Storm Water Management Program Fund (Fund 09)	18
	Fund 09 – Storm Water Management Program Fund	
Chapter 12	No Warranty or Action	19
	Available Immunities and Defense	

Chapter 13	Penalties.....	20
	Penalties Defined	

Chapter 14	Storm Water Management Program Credits and Incentives	21
	Creation of Incentive Program	
	Program Eligibility and Process	
	Maximum Percentage of Credits Available to a Property	
	Calculation of Credits	
	Term (or Length of Time) for Approved Credits	
	Revocation of Credit	
	Right to Review Documentation	
	BMPs via Homeowner’s Association (HOA)	
	Frequency of BMP Inspection Report	
	Program Credits	
	Structural BMPs	
	Industrial Storm Water NPDES Permits	
	Rain Barrels & Cisterns	
	Urban Tree Planting	
	Innovation Credit and Goal of Credit Policy	
	Environmental Cleanup & Brownfields Program	
	Purpose of Storm Water Program	
	Disclaimer	

Listing of Tables

Table 1	Annual SMP Fee Bills Issued on July 1 st	10
Table 2	Escalation of Delinquent Bills.....	10
Table 3	Credit Types	21
Table 4	Trees Per ERU.....	26

Appendices

Appendix I	Services Rendered Agreement.....	29
Appendix II	Illicit Discharge Ordinance or Stormwater Management Ordinance	35
Appendix III	Lot Coverage Appeal Application	45
Appendix IV	Change of Ownership Form	46
Appendix V	Stormwater Management Program Fee Credit Application	47
Appendix VI	Continuation of Existing Credit Forms	48
Appendix VII	ERU Rate Schedule (Adopted July 8, 2019; Revised May 11, 2020).....	49

- 1.1 Terms and phrases used and not specifically defined herein shall be defined as set forth in the applicable statutes of the Commonwealth of Pennsylvania, resolutions of the Gettysburg Borough Storm Water Authority (GBSWA), if any, or shall otherwise be given their ordinary and common meanings.
- 1.2 Unless the context specifically and clearly indicates otherwise, the meaning of the terms and phrases used in these Rates, Rules, and Regulations for GBSWA relating to storm water management shall be as follows:
- 1.2.1 **Best Management Practices (BMPs)** – The methods, procedures, and analyses specified in the Pennsylvania Storm Water Best Management Practices Manual to reduce flooding potential and control the volume, flow, rate, and water quality of storm water.
- 1.2.2 **Borough** – The Borough of Gettysburg, Adams County, Pennsylvania, a municipal subdivision of the Commonwealth of Pennsylvania.
- 1.2.3 **Credit** – A Storm Water Management Program Fee reduction that a property owner receives for implementing and complying with the practices and policies contained in these Rates, Rules, and Regulations, and any related Credit Policy. The Credit Policy is included as Chapter 14 herein.
- 1.2.4 **Credit Application** – The GBSWA Storm Water Management Program Fee Credit Application that is attached hereto as Appendix IV, and must be used to obtain the Credit(s) described in these Rates, Rules, and Regulations.
- 1.2.5 **Gettysburg Borough Storm Water Authority (GBSWA)** – The GBSWA, a Pennsylvania municipal authority organized and existing under the Pennsylvania Municipality Authorities Act, or its designee. GBSWA is solely responsible for the administration and collection of fees for the purposes of maintaining Gettysburg Borough’s storm water programs. The business relationship between GBSWA and the Borough of Gettysburg is articulated in the ‘Services Rendered Agreement’ attached hereto as Appendix I.
- 1.2.6 **Equivalent Residential Unit (ERU)** – The basic unit for the computation of SMP Fees. An ERU is based on the statistically estimated Lot Coverage area found on the average single-family residential parcel and has been established in the duly adopted Rate Schedule attached hereto as Appendix VI, subject to such modifications as GBSWA may deem necessary from time-to-time in its discretion. The ERU is used to assess the SMP Fees for each parcel within the Borough.
- 1.2.7 **Impervious Area** – An area that does not allow, or allows only with great difficulty, the movement of water into the ground. Also known as Impervious Areas (IA), Impervious Surfaces, or IAs, include, but are not limited to:
- Roofs,
 - Additional outdoor living spaces,
 - Patios and Decks,
 - Garages,

- Storage sheds and similar structures,
 - Parking or driveways or access drives,
 - Sidewalks
 - Public or private streets
 - other improved areas that are determined to be impervious by GBSWA, the Borough's Storm Water Ordinance, or its Engineer. Any area designed to be covered by loose surface materials such as gravel, stone and/or crushed stone, and intended for storage of and/or travel by vehicles, or pedestrians shall be considered impervious.
- 1.2.8 **Lot Coverage** – An area or surface covered by any non-organic material such as buildings, paved areas, gravel areas, and other like-type surfaces including but not limited to impervious areas. Generally speaking, this includes anything other than green vegetation or plantings.
- 1.2.9 **MS4** – Municipal Separate Storm Sewer System.
- 1.2.10 **National Pollutant Discharge Elimination System (NPDES)** – The federal government's and Commonwealth of Pennsylvania's system for issuance of discharge permits under the federal Clean Water Act (CWA) of 1972, the Pennsylvania Clean Streams Law (*Act 394 of 1937, amended 1987*) and Storm Water Management Act (*Act 167 of 1978*). The Pennsylvania Department of Environmental Protection (PADEP) has been delegated the responsibility to implement the federal CWA NPDES program in Pennsylvania.
- 1.2.11 **Non-Single-Family Residential (NSFR or NR)** – Any developed parcel not fitting the definition of single-family residential. NSFR shall include, but not be limited to:
- apartments,
 - boarding houses,
 - hotels, motels, bed & breakfasts, vacation rentals,
 - group homes, fraternities, sororities,
 - churches, synagogues, mosques, or other places of worship,
 - industrial properties,
 - commercial and retail properties,
 - manufactured home or mobile home parks,
 - commercial and office buildings,
 - storage areas,
 - parking lots and other impervious areas,
 - parks,
 - recreation properties,
 - public and private schools and universities,
 - hospitals and convalescent centers,
 - office buildings,
 - government properties, and
 - mixed-use properties.

- 1.2.12 **Operation and Maintenance** – The associated costs of equipment and facilities, energy, manpower, materials, transportation, and services required to collect, convey, detain, pump and transport storm water, keep equipment, infrastructure, and facilities functioning satisfactorily and economically, administer the Storm Water Management Program and shall include sums paid to defray costs of GBSWA’s improvements to the Storm Water Management System.
- 1.2.13 **Operation and Maintenance Agreement** – An agreement as described in the Borough’s Storm Water Management Ordinance pertaining to the operation and maintenance of existing storm water management BMPs.
- 1.2.14 **Owner** – Any person, firm, corporation, individual, partnership, trust, company, association, government agency, society or group owning real property in Gettysburg Borough.
- 1.2.15 **PADEP** – Pennsylvania Department of Environmental Protection.
- 1.2.16 **Pennsylvania Storm Water Best Management Practices Manual** – The most recent version of the Pennsylvania Storm Water Best Management Practices Manual.
- 1.2.17 **Property** – Each lot, parcel, building or portion thereof, separately established by folio number on the tax rolls of Gettysburg Borough or Adams County.
- 1.2.18 **Replacement** – The associated costs of obtaining and installing equipment, infrastructure, accessories, or appurtenances which are necessary during the service life of the Storm Water Management System, so as to maintain the capacity and performance for which said system was designed and constructed. This definition shall include costs associated with improvements to the Storm Water Management System.
- 1.2.19 **Riparian Buffer** – A vegetated area bordering perennial and intermittent streams and wetlands that serves as a protective filter to help protect streams and wetlands from the impacts of adjacent land uses.
- 1.2.20 **Single Family Residential (SFR)** – A developed parcel containing one (1) structure which contains one (1) or more rooms with a bathroom and kitchen facilities designed for occupancy by one (1) family. This definition shall include single-family units, single-family houses (both attached and detached) condominiums, townhomes, manufactured homes, and mobile homes located on individual lots or parcels of lands. Developed parcels may be classified as ‘single-family residential’ despite any type of business operating in the structure or the presence of incidental structures associated with residential/business uses such as garages, carports or small storage buildings. ‘Single-family residential’ shall not include developed land containing:
- structures used primarily for non-residential purposes,
 - manufactured homes, and
 - mobile homes located within manufactured home or mobile home parks.

- 1.2.21 **Storm Water** – Storm water is water from a precipitation event that flows across the land and eventually into rivers, creeks, lakes, ditches, and canals resulting in debris, sediment, pollutants, bacteria, and nutrients from sidewalks, streets, parking lots, and other impervious areas washing into gutters, through storm drains, and eventually flowing into the creeks and rivers.
- 1.2.22 **Storm Water Main** – A principal pipe in the Storm Water Management System, owned and maintained by the Borough of Gettysburg, to collect and transport storm water.
- 1.2.23 **Storm Water Management Costs** – The associated public costs of equipment and facilities, energy, manpower, materials, property acquisition, transportation, and services required to:
- 1.2.23.1 Avoid, reduce, manage, treat, collect, convey, detain, infiltrate, pump, and transport storm water;
 - 1.2.23.2 Provide flood protection;
 - 1.2.23.3 Keep equipment and facilities, including best management practices, functioning satisfactorily and economically;
 - 1.2.23.4 Administer the Storm Water Management Program, including regulatory compliance; and
 - 1.2.23.5 Improve the GBSWA's Storm Water Management System.
- 1.2.24 **Storm Water Management Program Fee (SMP Fee)** – Sums assessed, imposed, and to be collected from each developed lot, parcel, building or portion thereof which uses, benefits from or is serviced by the Storm Water Management System or which discharges storm water, directly or indirectly, into the public Storm Water Management System, for the use of and the service rendered and improvement of such system and additionally for the administration and operation of the Storm Water Management Program.
- 1.2.25 **Storm Water Management Ordinance or Illicit Discharge Ordinance** – Attached as Appendix II – Storm Water Management, of the Code of Ordinances of Gettysburg Borough, a.k.a. the Borough of Gettysburg Storm Water Management Ordinance.
- 1.2.26 **Storm Water Management Program (SMP)** – The comprehensive program developed and implemented by GBSWA to address storm water issues, including, but not limited to, reductions in storm runoff rate and volume, improvements to water quality, compliance with state/federal regulatory permit (e.g. MS4 Permit) requirements and, to provide for the satisfactory management of the Storm Water Management System assets.

- 1.2.27 **Storm Water Management Program Credits and Incentives Policy (Credit Policy)** – A policy developed to provide detailed guidance and procedures to incentivize Borough residents and businesses to reduce their SMP Fee by undertaking and implementing approved activities that will reduce the rate and/or volume of storm water runoff and/or reduce the pollutants in that runoff. The Credit Policy is included as Chapter 14 herein.
- 1.2.28 **Storm Water Management System** – The public system of collection and conveyance, including underground pipes, conduits, mains, inlets, culverts, catch basins, gutters, ditches, manholes, outfalls, dams, flood control structures, storm water best management practices, channels, detention ponds, public streets, curbs, drains, and all devices, appliances, appurtenances and facilities appurtenant thereto used for collecting, conducting, pumping, conveying, detaining, discharging, and/or treating storm water.
- 1.2.29 **Structural BMP** – Measures consisting of a physical device or practice that is installed to capture and treat storm water runoff. Structural BMPs include, but are not limited to, a wide variety of practices and devices, from large-scale retention ponds and constructed wetlands, to small-scale underground treatment systems, infiltration facilities, filter strips, low-impact design, bioretention, wet ponds, permeable paving, grassed swales, riparian or forested buffers, sand filters, detention basins, and manufactured devices. Structural storm water BMPs are permanent appurtenances to the project site.
- 1.2.30 **Top of Streambank** – First substantial break in slope between the edge of the bed of the stream and the surrounding terrain. The top of streambank can either be a natural or constructed (that is, road or railroad grade) feature, lying generally parallel to the watercourse.
- 1.2.31 **User** – Any person, firm, corporation, individual, partnership, company, association, government agency, society, or group using, benefiting from or being served by the public Storm Water Management System.

Unlawful Connection to System

- 2.1 It shall be unlawful for any Owner of property within the Borough to establish a physical connection to the Storm Water Management System, except as provided for herein or under any other applicable Rules, Regulations, Ordinances, or specifications of GBSWA.

Grandfathered Connections

- 2.2 Properties that are physically connected to the Storm Water Management System as of January 1, 2019, may be permitted to remain connected to the Storm Water Management System, until such time that any improvement is made to that particular storm water main serving that particular property, at which time the connection may be abandoned, at the sole discretion of GBSWA.

Conditions for Connection to System

- 2.3 GBSWA recognizes that a circumstance may exist wherein no means of controlling storm water is available to a particular property except by direct connection to the Storm Water Management System. No person shall make or cause to be made any connection with the Storm Water Management System until he or she has fulfilled all of the following conditions and procedures:
- 2.3.1 Any Owner desiring to connect to the Storm Water Management System must first make a written application for a permit at least two (2) weeks before the service is required. No work of any nature shall commence before the issuance of said permit. The written application made by the Owner shall be completed on the form provided by GBSWA.
 - 2.3.2 The application shall state:
 - the property's address,
 - the Owner's name,
 - the reason that the connection is necessary,
 - the proposed use of the property,
 - conveyance criteria calculating anticipated storm water flow, and
 - the size of pipe, basins, and any proposed appurtenances.
 - 2.3.3 The Owner or his/her authorized agent must sign the application. The application together with these Rates, Rules, and Regulations of GBSWA and all other applicable local resolutions or ordinances shall regulate and control the provision of storm water service to the property.
 - 2.3.4 The application must be accompanied by any required service charges and any other fees established by GBSWA from time to time.
 - 2.3.5 The application must contain a proposed date when the connection will be ready for inspection.

GBSWA Assumptions

- 2.4 When an application has been made for a storm water connection or change in an existing service, it is assumed that all plumbing, piping, and fixtures which will be serviced are in order to receive the service. It is further assumed that any applicable permits (i.e. Highway Occupancy Permit, Building Permits, etc.) have been approved at the time of construction. Said permits will ensure proper inspection of surface conditions prior to construction, ensure a good connection during construction, and ensure proper resurfacing after construction. GBSWA shall not be liable in any case for any accident, breaks, or leakage arising in any way in connection with the acceptance of storm water flow or failure to accept storm water flow, or the freezing of pipes or fixtures, nor for any damage to the building or property which may result from the usage or non-usage of storm water service provided to the property.
- 2.5 At the time of the inspection of the storm water connection, the Owner shall permit the inspector designated by GBSWA to have full and complete access to all pipes and appurtenances in each building and in and about all parts of the property. No portion of the work shall be covered over, or in any manner concealed, until after it is inspected and approved by the inspector.
- 2.6 No storm water lateral shall be laid in the same trench with a water, sewer, or gas pipe or with any facility of a public service company, or within three feet of any excavation or vault without written approval of GBSWA.
- 2.7 Notwithstanding any other provisions to the contrary, GBSWA shall at all times reserve the right to withhold the issuance of any permit for connection to the Storm Water Management System until the Owner provides collateral or security in an amount to be determined by GBSWA in its sole and absolute discretion. The purpose of such security is to provide a fund from which all costs and expenses can be paid for the construction of any necessary connection from the existing storm water main to the property of the Owner in the event the Owner or any successor fails to complete the construction.
- 2.8 The Owner who is approved for connection to the Storm Water Management System shall be responsible for all direct and indirect costs associated with providing said connection including the cost of excavating the main, making the actual connection, and surface restoration.

Assessed Fees

- 3.1 For the use of, benefit by, and the services rendered by the GBSWA and the Storm Water Management System, including its operation and maintenance, repair, replacement, and improvement of said system and all other expenses, SMP Fees are imposed upon each and every developed parcel, building, or portion thereof that is connected with, uses, is serviced by, or is benefited by the Storm Water Management System, either directly or indirectly, and upon the Owner(s) of such developed lots, parcels of land, or buildings. Such SMP Fees shall be payable by and collected from the Owners of such developed lots, parcels of land, or buildings as hereinafter provided, and shall be determined as set forth below.
- 3.2 The SMP Fee per ERU has been established by a duly adopted resolution of the GBSWA. The SMP Fee and applicable ERU calculations may, in the sole and absolute discretion of the GBSWA, be amended from time-to-time by appropriate resolution of the GBSWA.

Parcels Subject to SMP Fee

- 4.1 Unless expressly excepted, the SMP Fees fixed and established by these Rates, Rules, and Regulations shall be effective as to all properties that use, are served, or are benefited by the Storm Water Management System.

Frequency of Billing and Penalty

- 4.2 SMP Fees shall be assessed and billed by or on behalf of GBSWA effective as of July 1st each calendar year. The owner of each parcel of land in Gettysburg Borough will receive an invoice in July of each year. That invoice will serve as notice to the Owner of their SMP Fee for the year inclusive of July 1st of the current calendar year through June 30th of the following calendar year.

- 4.2.1 The invoice date, period of service, amount due (including any penalties for late payment), and due date of the SMP Fee shall be noted on the invoice, according to the schedule in Table 1.

Payment at Discount

- 4.3 An option to pay a property's full annual SMP Fee at a two (2%) percent discount shall be provided in the first 45-days of each billing cycle. The deadline for payment of an SMP Fee at the two (2%) percent discount is August 15th for each annual billing cycle. Please see Table 1.

Installment Payment Plan (Financing Plan)

- 4.4 An option to pay a property's SMP Fee at base value via a financing plan of 4 installment payments (financing plan) shall be provided in each annual billing cycle. The first installment payment at base value must be received by September 30th of an annual billing cycle to qualify for the financing plan. Subsequent installment payments at base value, as noted on the installment coupons included in the bill, must be received by the due date indicated. Please see Table 1. Each installment payment must be accompanied by the requisite payment coupon that was issued with the initial billing invoice that was issued in July of the current billing cycle.

- 4.4.1 A ten (10%) penalty will be applied to any installment payment that is not received by the due date noted on the payment coupon. Please refer to Table 1 for installment payment due dates and penalty applied dates.

Payment at Base

- 4.5 If a property's SMP Fee is not paid at the two (2%) percent discount by August 15th of a billing cycle and an installment payment at base value is not received by September 30th of a billing cycle, then the parcel's bill must be paid at full annual base value and forfeits any discounts and financing) options.

- 4.5.1 Payment in full at base value must be paid by September 30th of an annual billing cycle.

- 4.5.2 A ten (10%) penalty will be applied to any unpaid balances after September 30th. June 30th is the last day in an annual billing cycle. See Table 1

Annual SMP Fee Bills Issued on July 1st

TABLE 1

Annual Payment Due		OR	Installment Plan Payments Due at Base Value		10% Penalty for Late Payment
2% Discount	August 15		1	September 30	N/A
Base Value	Before September 30		2	December 31	After December 31
Penalty	After September 30		3	March 31	After March 31
10% Delinquent	After June 30		4	June 30	After June 30

NOTE: In the event the annual 2% Discount payment date falls on a weekend/holiday, the discount period will be extended to the following business day. Discount payments are not available after 45 days of billing date.

NOTE: In the event the installment payment at base value date falls on a weekend/holiday, the base value payment date will be extended to the next business day.

NOTE: Late payment penalties will be assessed on each installment where payment was not received by the base value due date. The last day to pay for the year is June 30th. Thereafter, bills will be considered delinquent.

Delinquent Bills Past 10% Penalty Due Date

- 4.6 When a bill remains unpaid past its ten percent (10%) Penalty Late Payment date, GBSWA will issue a certified letter to the Owner stating the lateness of the payment and indicating that payment is immediately due. Costs associated with this mailing and special notice will be added to the unpaid invoice and will be the responsibility of the Owner. GBSWA has the right to file liens against a property and its Owner for delinquent payments. Escalation of the payment due, delinquent and lien notice(s) will occur in the following sequence (outlined in Table 2):

- 4.6.1 If payment is not received within thirty (30) days after the ten (10%) percent penalty date, GBSWA will issue a certified letter to the Owner stating the lateness of the payment(s) and indicating that payment is due immediately.

Escalation of Delinquent Bills (Bills not in Installment Payment Plan)			Table 2
10% Penalty for Late Payment Applied on First Day Following Last Day in Billing Cycle	30-Day Grace Period to Pay Bill at 10% Penalty	If Bill Remains Unpaid; Interest and Fees Applied; Delinquent Letter Issued On	If Bill Remains Unpaid For 30 Days After Delinquent Notice, Attorney Files Liens On
July 1 st	July 31 st	August 1 st	August 31 st
NOTE: If bills are paid by installments a 10% penalty will be assessed each installment that a base value installments payment is late.			

- 4.6.2 If payment for balances owed for the current billing cycle (July 1st through June 30th) is not received within thirty (30) days of the date of issuance of the certified letter from GBSWA, in accordance with the Municipal Claims Act, P.S. §7101, *et seq.* (as amended), all rates, and charges, penalties, interest, collection fees, lien filing and satisfaction fees and other charges imposed for failure to pay promptly shall constitute a lien upon and against the subject property and its Owner from the date of their imposition and assessment.
- 4.6.3 Liens will be filed on any unpaid bill or balance due on a bill on August 31st regardless of the payment option used by the property Owner.

Modes of Payment Options

- 4.7 GBSWA will provide options for payment of annual SMP Fees. Those options may include, but are not limited to, and based upon the ability of GBSWA administrative staff and ability to incorporate into GBSWA's billing software, the following methods:
- personal check,
 - money order, credit card, and
 - ACH automatic draft, etc.
- 4.7.1 All SMP Fees are due and payable upon presentation and according to the above-referenced payment schedule (as defined by the hours of operation for Gettysburg Borough's Administrative Staff).

Availability for Inspection

5.1 When applying for a Credit (as set forth in Chapter 14 herein), the Owner shall agree in writing that properly identified GBSWA personnel may at reasonable times enter any property unannounced to inspect the property or condition or operation of BMPs. If, after its review or inspection, GBSWA staff finds the BMPs or Operations and Maintenance Agreement out of compliance with either the Credit Application or operational requirements, the Owner will be notified in writing and given sixty (60) days to correct the inaccuracy or non-compliance through the issuance of a Notice of Non-Compliance.

Notice of Non-Compliance

5.2 The Owner will have sixty (60) days following the receipt of the Notice of Non- Compliance to provide GBSWA with written documentation and evidence satisfactory to GBSWA staff that the issues described in the Notice of Non-Compliance have been corrected.

5.2.1 If the Owner fails to provide a written response within the designated time frame or if the issues described in the Notice of Non-Compliance have not been corrected, the Credit will be suspended the following billing cycle, or until such time as the non-compliance issue is resolved to the satisfaction of GBSWA. The Credit suspension will remain in effect a minimum of three (3) months if paying the SMP Fee quarterly or a minimum of twelve (12) months if paying the SMP Fee annually, whichever the case may be.

5.2.1.1 The Owner may reapply for the Credit once he/she has submitted documentation and proof, satisfactory to GBSWA staff, that indicates that the issues described in the Notice of Non-Compliance have been corrected and that the BMP has been functioning in accordance with the specific requirements for that BMP for a minimum of three (3) months.

Unlawful Use

- 6.1 No user connected to the Storm Water Management System shall discharge or cause to be discharged into the Storm Water Management System any element or property of sewage, agricultural, industrial, or commercial waste, leachate, heated effluent, or other matter whether originating at a point or nonpoint source.
- 6.2 No person shall connect, cause to be connected, or allow any other person to connect any building and/or property or other source of water to the Storm Water Management System in any manner other than as provided for in these Rates, Rules, and Regulations.
- 6.3 In order to prevent the co-mingling of sanitary wastes, storm water, and/or potable water, no person shall make, cause to be made, cross-connect, or cause to cross-connect any pipe, fixture, or other appurtenance connected in any way to the Storm Water Management System with any public or private component of any potable water system or waste water source.

Prohibitions

- 7.1 The discharge of storm water to the Storm Water Management System in any manner other than allowed by these Rates, Rules, and Regulations, and all other applicable local resolutions or ordinances, is expressly prohibited.
- 7.2 The discharge of excessive amounts of storm water to the Storm Water management System is expressly prohibited. GBSWA reserves the right to define the amount it deems excessive.
 - 7.2.1 GBSWA recognizes that certain events are out of the control of the property owner, such as Acts of God and/or other natural events, such as a one hundred (100) or (500) five hundred year flood. In such cases, the prohibition of this subsection shall not apply.
- 7.3 The discharge of garbage or any form of waste to the Storm Water Management System is expressly prohibited.
- 7.4 Users of the Storm Water Management System are advised that they are likewise subject to all local resolutions and ordinances governing storm water, whether or not specifically set forth herein. If a conflict exists between these Rates, Rules, and Regulations, and any GBSWA resolution or Borough ordinance, the more stringent regulation or requirement shall apply and control.

Administrative Staff Authorization

- 8.1 The GBSWA Administrative Director, or his/her designee, may implement such administrative procedures necessary to implement the policies and requirements set forth in these Rates, Rules, and Regulations.

Floods and Flood Insurance

- 8.2 Floods from storm water may occur occasionally that exceed the capacity of the Storm Water Management System maintained and financed with SMP Fees. Nothing herein shall be deemed to imply that properties subject to charges shall always be free from flooding or flood damage, or that all flood control projects to control storm water can provide complete protection from all flood and storm events.
- 8.2.1 Nothing, whatsoever, in these Rates, Rules, and Regulations shall deem GBSWA or Gettysburg Borough liable for any damages incurred from storm water or from adverse water quality.
- 8.2.2 Nothing herein is intended to reduce the need or necessity for flood insurance, and GBSWA and Gettysburg Borough expressly reserve the right to assert all available immunities and defenses in any action seeking to impose monetary damages upon GBSWA or Gettysburg Borough, and their respective officers, employees, and/or agents arising out of any alleged failure or breach of duty with respect to the Storm Water Management System.

Review and Setting of Rates, Rules, and Regulations

- 8.3 GBSWA will review and update the SMP Fees fixed and established by these Rates, Rules, and Regulations by resolution on an ongoing annual basis, when establishing the GBSWA budget for the following fiscal year. The GBSWA fiscal year shall run from January 1st to December 31st. Should GBSWA take no action establishing SMP Fees for the following year, the SMP Fees established for the preceding year shall be automatically continued and apply to the following year.

Adverse Court Opinion

- 8.4 If any section, clause, or other portion of these Rates, Rules, and Regulations is declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of these Rates, Rules, and Regulations as a whole or any part hereof.

Intent of Rates, Rules, and Regulations

- 8.5 No agent or employee of GBSWA shall have the right or authority to bind GBSWA by any promise, agreement, or representation contrary to the letter or intent of these Rates, Rules, and Regulations.

Process for Appeals

9.1 Any Owner who believes the provisions of these Rates, Rules, and Regulations have been applied in error may appeal in the following manner and sequence:

9.1.1 An appeal of the rate and charge must be filed in writing with the GBSWA Administrative Manager or his/her designee within thirty (30) calendar days of the date of the invoice.

9.1.1.1 Any appeal must state the reasons for the appeal and be submitted using the forms provided by GBSWA for such purpose. See Appendix III. If an Owner believes that GBSWA's determination of the impervious surface area for their property is erroneous, they may file an Impervious Surface Area Adjustment Appeal.

Please Note: Appeals are different from Credits. It is the Owner's responsibility to demonstrate that GBSWA's calculation of impervious surface area is erroneous.

9.1.1.2 Following submission of an Impervious Surface Area Adjustment Appeal, the Owner shall grant GBSWA permission to enter the parcel at reasonable times and without unreasonable disruption, to inspect the parcel to ensure that the information provided in the adjustment appeal accurately represents the current parcel conditions.

9.1.1.3 There is no fee associated with submitting an adjustment appeal, however, the Owner is solely responsible for any costs incurred in the preparation and submission of the adjustment appeal, and all required appeal documentation.

Review of the Appeal

9.1.2 Using information provided by the appellant Owner, the GBSWA Administrative Manager (or his/her designee) shall conduct a technical review of the conditions on the property and respond to the appeal in writing within sixty (60) calendar days after receipt of the appeal.

9.1.2.1 In response to an appeal, the GBSWA Administrative Manager may adjust the SMP Fees applicable to the property in accordance with the provisions of this Resolution.

9.1.2.2 If the GBSWA Administrative Manager fails to respond within sixty (60) calendar days, the appeal shall be deemed accepted.

9.1.2.3 If the adjustment appeal results in a revised calculation of impervious surface area, then the SMP Fee will be corrected

to reflect the revised impervious surface area determination for the next billing cycle and will include an adjustment to the existing (or current) invoiced SMP Fee.

- 9.2 Any person aggrieved by any decision of GBSWA, relevant to the provisions of this Resolution, may file action in the Court of Common Pleas of Adams County, as permitted by law.

Adoption of Rules, Regulations, and Procedures

- 10.1 GBSWA may by resolution adopt such rules, regulations, policies, and procedures as it deems appropriate to ensure collection of rates and charges assessed and imposed pursuant to these Rates, Rules, and Regulations.
- 10.1.1 Without limitation, collection procedures may include referral of delinquent accounts to a collection agency and any and all other measures or combination thereof which GBSWA may deem appropriate.
- 10.1.2 All costs of such collection procedures, including but not limited to collection fees, attorney's fees, court costs, litigation expenses, and charges for service of documents, shall, upon being incurred by GBSWA, be imposed as a charge for nonpayment and added to the balance due on the relevant Owner's account.
- 10.1.3 No collection procedure shall be discontinued until all amounts due on an account, including user fees, penalties, interest, collection fees, attorney's fees, court costs, and other charges are first paid in full to GBSWA.
- 10.2 GBSWA may adopt any policies or procedures that the GBSWA Administrative Manager deems necessary or convenient to interpret or implement these Rates, Rules, and Regulations. This may include the creation of a rate review/Storm Water Advisory Review Committee, or other review entity.

Fund 09 – Storm Water Management Program Fund

- 11.1 Unless expressly provided for or required by law or applicable agreement related to storm water management, the funds received from the collection of the SMP Fees authorized by these Rates, Rules and Regulations shall be deposited into the GBSWA Storm Water Operating Account, a fund and account (Fund 09) dedicated to the operation and administration of the SMP, and for the operation, maintenance, repair, and capital improvement of the Storm Water Management System.

Available Immunities and Defense

12.1 Nothing in these Rates, Rules and Regulations, or in the design, operation, or maintenance of the Storm Water Management System shall be deemed to constitute a warranty, express or implied, nor shall it afford the basis for any action seeking the imposition of money damages against GBSWA, its officers, employees, or agents.

12.1.1 GBSWA expressly reserves the right to assert all available immunities and defenses in any action seeking to impose monetary damages upon GBSWA, its officers, employees, and agents arising out of any legal failure or breach of duty or relationship as may not exist or hereafter be created.

Penalties Defined

13.1 Any violation of these Rates, Rules and Regulations is hereby declared to be a summary offense in accordance with Section 5607(d)17 of the Pennsylvania Municipality Authorities Act, as amended, and shall be punishable by a fine of up to One Thousand (\$1000.00) Dollars for each offense.

13.1.1 Each and every day that a violation of these Rates, Rules, and Regulations exists shall constitute a separate and distinct offense. The penalties schedule is defined in Chapter 4 of these Rates, Rules, and Regulations. Penalties are legislatively authorized by the Borough's Illicit Discharge Ordinance, attached hereto as Appendix II.

13.2 GBSWA may also enforce the terms of these Rates, Rules, and Regulations by an appropriate action brought in the Court of Common Pleas of Adams County, Pennsylvania.

Creation of Incentive Program

- 14.1 An integral component of the Storm Water Management Program includes implementation of a program to incentivize Borough residents and businesses to reduce their SMP Fee by undertaking and implementing approved activities that will reduce the rate and/or volume of storm water runoff and/or reduce the pollutants in that runoff. A comprehensive Storm Water Management Program Credits and Incentives Policy has been developed to provide detailed guidance and procedures on such activities. Credit types are shown in Table 3.

Credit Types

Table 3

Credit Type	Maximum Credit Permitted
*Urban Trees	20%
*Structural BMPs	20%
*Innovation Credits	20%
*Industrial Storm Water NPDES Permit	20%
*Environmental Cleanup/Brownfields Program	50%
**Rain Barrels & Cisterns	20%
**Soil Fertility	20%
**Riparian Buffer	20%
**Pervious Paver	20%
**Green Roof	20%
**Low Impact Parcel	20%
**Stream Restoration	20%

* Currently Available by GBSWA.

**Not currently available by GBSWA; As such text is not listed in these Rates, Rules, and Regulations; GBSWA may consider implementing them at a future date.

Program Eligibility and Process

- 14.1.1 To be eligible for a Credit, the property must have been assigned a minimum of 0.5 ERUs and there must not be any outstanding and unpaid SMP Fees against the property.

- 14.1.1.1 Property Owners must submit the appropriate Credit Application along with any documentation required by GBSWA. All properties are potentially eligible for Credits in accordance with Table 3.

NOTE: Credit availability may be modified by GBSWA from time-to-time by appropriate resolution and corresponding changes will be made to Table 3 hereto, to the extent practicable.

- 14.1.2 Credit Applications, using the SMP Fee Credit Application (Appendix), must be submitted to GBSWA along with any documentation required by the application.

- 14.1.2.1 GBSWA reserves the right to request additional supporting information if the provided information does not clearly support the requested type or amount of Credit. GBSWA will process fully completed Credit Applications in a timely manner not-to-exceed sixty (60) calendar days.

- 14.1.2.2 If the Credit Application is found to be incomplete, it will be returned with the incomplete items highlighted. If the Credit Application is approved as submitted, the Credit will be applied to the next billing cycle following approval.

- 14.1.2.3 There is no fee associated with submitting a Credit Application.

- 14.1.3 If the Credit Application is denied or if the Credit Application is approved with conditions or for a different Credit amount than what was requested, GBSWA will provide written notification that will include the reason for the decision and/or any supplemental conditions.
 - 14.1.3.1 If GBSWA cannot complete a review of a complete Credit Application within sixty (60) calendar days, then the Credit Application will be temporarily approved pending a full review of the application. A temporary approved Credit will be applied to the next billing cycle, but the Credit can be adjusted or revoked upon full review of the Credit Application.
 - 14.1.3.2 Upon completion of the full review, the Owner will receive written notification that will include the reason for the decision and/or any supplemental conditions.
 - 14.1.3.3 The Owner will not be obligated to repay the difference between any temporarily approved Credits and the final approved Credits based on the full review of the Credit Application.
 - 14.1.3.4 If the Owner disagrees with GBSWA's decision regarding the Owner's Credit Application, the Owner shall submit a written request to GBSWA for a meeting to discuss the decision. GBSWA will schedule a date and time for the meeting which will be held within a reasonable period of time.
- 14.1.4 All proposed BMPs shall comply with the applicable design standards set forth in the Gettysburg Borough Storm Water Management (Illicit Discharge) Ordinance and the Pennsylvania Storm Water Best Management Practices Manual including, but not limited to, the use of appropriate professionals, such as Professional Engineers, Professional Geologists, Landscape Architects, Soil Scientists, etc. when required. When applicable, karst hazards, soil investigations, infiltration testing, or other pertinent site-assessment activities should be conducted.

Maximum Percentage of Credit Available to a Property

- 14.1.5 Owners may apply for one or more Credits, and the Credits will be cumulative up to a maximum Credit of twenty (20%) percent of that property's SMP Fee, except for the Environmental Cleanup/Brownfields program Innovation Credit, where a maximum of fifty (50%) percent Credit is available.

Calculation of Credits

14.2 The SMP Fee for properties with approved Credits will be calculated as follows:

$$14.2.1 \quad \text{Billable ERUs} = \frac{\text{Total Lot Coverage Area (ft}^2\text{)} - \text{Credit Area (ft}^2\text{)}}{2,500 \text{ ft}^2}$$

14.2.2 Quarterly SMP Fee = Billable ERUs x SMP Rate (\$/ERU/Quarter) WHERE:

Billable ERU = The number of ERUs billed to the Owner.

Total Lot Coverage Area = The total amount of area or surface covered by any non-organic material such as buildings, paved areas, gravel areas, and other like-type surfaces, including but not limited to, impervious areas on a parcel before any Credits have been granted.

Credit Area = Current total amount of impervious area to be considered as pervious area granted as Credit for the parcel.

SMP Rate = Current applicable per ERU rate as established by GBSWA.

Term (or Length of Time) for Approved Credits

14.3 Approved Credits will be valid for five (5) years, except when a term is explicitly noted otherwise. A change in property ownership, improvements or construction to a parcel, or other event, may, in the determination of the GBSWA, alter the five (5) year credit approval period, in which case, the property Owner would need to reapply for the Credit. Credits will automatically be renewed based upon compliance with Credit conditions being met, but the magnitude of the Credit may be altered based upon changes in GBSWA regulatory requirements or operating costs.

14.3.1 Approved Credits will automatically expire when the property changes ownership. NOTE: Although the Credits expire upon ownership change, any Operations and Maintenance Agreements, Access Agreements, and easements may remain permanently in effect depending on the nature of the Agreement or easement.

14.3.1.1 New Owners will be required to submit a Continuation of Existing SMP Fee Credit Application form (Appendix VI) to be eligible for the expired Credit.

14.3.1.2 Reapplication for Credit continuance is required to:

- 1) ensure that the Credit is still applicable to the property, and
- 2) to ensure the new Owner fully understands the requirements of the Credit, including Operations and Maintenance procedures.

All Credits will be reviewed at least every five (5) years and are subject to alteration or revocation at the discretion of GBSWA in accordance with section 14.4 herein below.

Revocation of Credit

- 14.4 Upon written notice, GBSWA, in its sole discretion, may revoke any previously approved Credit when the Owner has failed to meet the conditions of the Credit, the conditions of the Operation and Maintenance Agreement and/or has delinquent SMP fees. The Owner will be notified in writing of the reason for Credit termination and will be provided with the corrective measures required to have the Credit reinstated.

Right to Review Documentation

- 14.5 GBSWA reserves the right to review all plans, materials, reports, and documentation for accuracy and to inspect any installations or features for proper function related to the Credit program at any time. If, after review, the accompanying documentation is found to be inaccurate or incomplete, or upon inspection issues are discovered with the installation or operation of the BMP or Operation and Maintenance Agreement, the Owner will be notified in writing and given sixty (60) calendar days to correct the deficiency. The Owner must provide written documentation to GBSWA within sixty (60) calendar days of the original notice demonstrating that the deficiency has been corrected. If, in the opinion of GBSWA staff, the deficiency is not satisfactorily corrected, the Credit currently applied to the property will be terminated, effective the following billing cycle.

BMPs via Homeowner's Association (HOA)

- 14.6 For all Non-Residential properties granted a Credit for structural BMPs, and Single-Family Residential properties granted a Credit through a Homeowner Association (HOA) sponsored Credit Application, the Owner or HOA must submit periodic BMP Inspection Reports to GBSWA.

Frequency of BMP Inspection Report

- 14.7 The frequency of the BMP Inspection Report will be identified as a condition of the Credit. If the reporting requirements are not met, then the Credit will be suspended.
- 14.7.1 The suspended Credit will not be reinstated until an acceptable BMP Inspection Report is submitted to GBSWA and the BMP for which the Credit is being applied is operating in a satisfactory manner. There will be no fee associated with submitting a BMP Inspection Report.

Program Credits

- 14.8 The GBSWA will grant Owners a credit for up to a twenty (20%) percent¹ of lot coverage square footage for the implementation of storm water BMPs on their property. The twenty (20%) percent lot coverage credit may or may not change the ERUs for the property/parcel based on the ERU Rate Schedule (Appendix VII). Multiple categories of BMPs exist, however, the GBSWA only recognizes the following BMPs: Structural BMPs, Industrial Storm Water NPDES Permits, Urban Trees, and an Innovation Credit known as the Environmental Cleanup & Brownfields Program. Other BMPs may be considered by the GBSWA in the future, but are not specifically articulated in this version of the Rates, Rules, and Regulations and are not accepted by GBSWA for Credit purposes at this time.

The following BMPs are recognized by GBSWA and accepted for SMP Fee Credits:

- 14.8.1 **Structural BMPs** - Structural BMPs that control for the rate, volume, or water quality of storm water generated on the property are eligible to receive credit for one hundred (100%) percent of the impervious area tributary to a Structural BMP, such that the total amount of impervious area for each property/parcel is not reduced by more than twenty (20%) percent.
- 14.8.2 **Industrial Storm Water NPDES Permits** - By complying with NPDES Industrial Storm Water Permit requirements for industrial facilities, participating Owners are assisting GBSWA by addressing storm water issues onsite. Any property covered under a NPDES Industrial Storm Water Permit, and in compliance with all applicable requirements during the preceding twelve (12) months, is eligible for a twenty (20%) percent Credit for those portions of the property covered under the NPDES Industrial Storm Water Permit.
- 14.8.2.1 To be eligible for the Credit, GBSWA must be provided with a copy of the active NPDES Industrial Storm Water Permit and a copy of the Discharge Monitoring Report from the current year when the Credit Application is submitted.
- 14.8.2.2 A twenty (20%) percent Credit is available to those properties that have been identified by PADEP as being required to obtain and comply with the terms of a Non-Municipal MS4 permit. To be eligible for the Credit, the MS4 permit must be kept in full compliance and GBSWA must be provided a copy of the MS4 permit as well as copies of the annual reports.

¹ See Section 14.8.5 regarding a fifty percent (50%) Credit for Environmental Cleanup/Brownfields Innovation Credit.

- 14.8.3 **Urban Trees**- GBSWA will grant up to a twenty (20%) percent Credit for Owners who maintain trees on their property. To be eligible, the trees must have a minimum diameter at breast height (DBH) of one (1)-inch. The trees can consist of a combination of existing and new plantings. Credits will be applied based on Table 4. Planting trees as part of restoration efforts associated with tree harvesting is not an eligible activity to receive Credits.

Trees Per ERU Table 4	
Number of Eligible Trees	% Credit
4 per ERU	5%
6 per ERU	10%
8 per ERU	15%
10 per ERU	20%

14.8.4 **Environmental Cleanup & Brownfields Program**

- Up to a fifty (50%) percent Credit may be granted to a parcel(s) that has participated in some type of environmental remediation. GBSWA reserves the right to review such environmental remediation on a case-by-case basis.

- 14.8.5 **Innovation Credit and Goal of Credit Policy** - GBSWA recognizes that the ultimate goal of the SMP and Credit Policy is to improve our storm water management system and local and regional water quality. Therefore, GBSWA encourages Owners to propose other means to improve their property and our community through the use of innovative storm water technologies. GBSWA invites an Owner to submit any specific, non-enumerated storm water technology or practice that is utilized on their property for credit consideration as an Innovation Credit. Any Innovation Credit submission will be evaluated on its merits and will result in a maximum credit of twenty (20%) percent.

Purpose of Storm Water Program

- 14.9 The purpose of the Storm Water Program is to offer Owners a variety of incentive-based tools that promote the design and construction of green storm water infrastructure. Green storm water infrastructure includes a range of soil-water-plant systems that intercept storm water, infiltrate a portion of it into the ground, evaporate a portion of it into the air, and in some cases release a portion of it slowly back into the storm water system. Green infrastructure is designed to reduce and treat the storm water at its source, which differs from traditional gray infrastructure (conventional piped drainage) which is designed to move storm water away from the built environment. The Storm Water Incentive Program also affords Owners the opportunity to reduce their SMP Fee. GBSWA may offer various types of monetary and non-monetary incentives including, but not limited to, grants, rebates, design assistance, etc. GBSWA encourages Owners to review the GBSWA website and their GBSWA bills for information on these programs as they become available.

Disclaimer

- 14.10 By submitting a GBSWA Storm Water Management Program Fee Credit Application pursuant to the GBSWA Storm Water Management Program Credits and Incentives Policy, the Owner acknowledges and agrees that the Owner and his/her heirs, grantees, successors, and assigns shall be solely responsible and liable for the operation and maintenance of any and all BMPs constructed, installed, or employed by the Owner. GBSWA shall not be responsible for or liable with respect to the operation and maintenance of any BMP, or any

damages arising therefrom. Owner and his/her heirs, grantees, successors, and assigns shall indemnify and hold harmless GBSWA, its officers, agents, and employees from any and all claims, actions, causes of action, judgements, damages, losses, costs, and expenses (including attorney's fees) arising out of or resulting from the construction, installation, employment, maintenance, or operation of the BMP.

APPENDIX I

Agreement for Services Rendered

**AGREEMENT FOR SERVICES RENDERED
BY THE
BOROUGH OF GETTYSBURG
ON BEHALF OF
THE GETTYSBURG BOROUGH STORM WATER AUTHORITY (GBSWA)**

WHEREAS, the Borough of Gettysburg (hereinafter “Borough”), in compliance with federally mandated storm water management requirements, has created the Gettysburg Borough Storm Water Authority (hereinafter “GBSWA”) to administer the Borough’s Pollution Reduction Plan (hereinafter “PRP”) and,

WHEREAS, the Borough has submitted a Municipal Separate Storm Sewer System (MS4) permit with identified storm water management projects that has been approved by all pertinent regulatory agencies, and

WHEREAS, the Borough has a specific interest in coordinating any storm water management projects with its street/alley improvement projects, and

WHEREAS, GBSWA will assess and collect all fees associated with the Borough’s PRP, and

WHEREAS, GBSWA has not elected to employ any staff in order to minimize its administrative costs associated with the administration of the Borough’s PRP, and

WHEREAS, GBSWA desires to contract all work required by GBSWA to the Borough, which employs a professional staff capable of implementing and administering the Borough’s PRP.

NOW THEREFORE, GBSWA enters into this Agreement to contract services of GBSWA to the Borough.

Effective Date and Term

This Agreement for services is made effective as of February 11, 2019, by and between GBSWA, with offices located at 59 East High Street, Gettysburg Pennsylvania, 17325 and the Borough with offices located at 59 East High Street, Gettysburg, Pennsylvania 17325. The term of this Agreement shall be indefinite and remain in effect until such time as altered or terminated by mutually agreed to terms and reduced to writing.

Description of Services

Beginning February 11, 2019, Borough will provide the services described in the attached Exhibit A (collectively, the “Services”) to GBSWA.

Payment

Borough shall present to GBSWA an itemized invoice for payment of services rendered. Payment shall be made to Borough in the total amount billed, within 30 calendar days of receipt of invoice.

In addition to any other right or remedy provided by law, if GBSWA fails to pay for the Services when due, Borough has the option to treat such failure to pay as a material breach of this Agreement and may cancel this agreement and/or seek legal remedies.

Work Product Ownership

Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively the “Work Product”) developed in whole or in part by Borough in connection with the Services will be the exclusive property of Borough. Upon request, GBSWA will execute all documents necessary to confirm or perfect the exclusive ownership of Borough to the Work Product.

Default

The occurrence of any of the following shall constitute a material default under this Agreement:

- a. The failure to make a required payment when due,
- b. The insolvency or bankruptcy of either party,
- c. The subjection of any of either party’s property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency, or
- d. The failure to make available or deliver the Services in the time and manner provided for in this Agreement.

Remedies

In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 90 days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

Force Majeure

If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control (hereinafter "Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

Entire Agreement

This Agreement constitutes the entire agreement and understanding of the parties hereto, and there are no other promises or conditions in any other agreement, oral or written, concerning the subject matter of this Agreement. This Agreement supersedes any prior oral or written agreements between the parties.

Severability

If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

Amendment

This Agreement may be modified or amended in writing by mutual agreement between the parties.

Governing Law

This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

Notice

Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

Waiver of Contractual Right

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every other provision of this Agreement.

Attorney's Fees to Prevailing Party

In any action arising hereunder or any separate action pertaining to the validity of this Agreement, the prevailing party shall be awarded reasonable attorney's fees and costs, both in the trial court and on appeal.

Construction and Interpretation

The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.

Assignment

Neither party may assign or transfer this Agreement without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

Exhibit A
Services Rendered by Borough on behalf of GBSWA

The Borough of Gettysburg (“Borough”) shall periodically present to the Gettysburg Borough Storm Water Authority (“GBSWA”) itemized invoices for the following services rendered¹:

1. Financial:
 - a. Acquisition, implementation, and administration of utility billing software, including the issuance and collection of quarterly billings
 - b. Administration of requisite bank accounts, investments and accounts payable and receivable
 - c. Annual auditing services
 - d. Accounts payable and receivable
2. Engineering:
 - a. Administration of all aspects of the Borough’s Municipal Separate Storm Sewer System (hereinafter “MS4”) permit
 - b. Development, designing, and engineering of all Borough MS4-related projects
 - c. Fees associated with meeting attendance
3. Administration:
 - a. Costs associated with Borough staff attendance at meetings
 - b. Costs associated with employee(s), as needed, to effectively manage and administer Borough MS4 initiatives
 - c. Costs with administering credits, i.e., the evaluation and inspection of projects
 - d. Legal fees associated with the administration of GBSWA
4. Construction:
 - a. Costs associated with bidding construction projects
 - b. Costs associated with the inspection of completed construction projects
 - c. Costs of construction of MS4 projects

¹ The following services are not to be construed as an exclusive or comprehensive listing of services which may be provided under the Agreement. Additional services may be rendered in addition to the services specifically described herein.

APPENDIX II

**Illicit Discharge Ordinance
or
Storm Water Management Ordinance**

AN ORDINANCE OF THE BOROUGH COUNCIL OF THE BOROUGH OF GETTYSBURG PROHIBITING ILLEGAL DISCHARGES INTO AND ILLICIT CONNECTIONS TO THE STORM DRAIN SYSTEMS, THE STORM SEWER SYSTEMS AND THE WATERCOURSES IN THE BOROUGH OF GETTYSBURG, ADAMS COUNTY, PENNSYLVANIA.

BE IT ENACTED AND ORDAINED by the Borough Council of the Borough of Gettysburg, Adams County, Pennsylvania, by virtue of the power and authority vested in said Borough Council, as follows:

SECTION 1. DEFINITIONS.

The following words and phrases when used in this Ordinance shall have the meanings ascribed to them in this section except where the context clearly indicates or requires a different meaning:

BEST MANAGEMENT PRACTICES (BMPs) – Schedules of activities, prohibitions of practices, general good housekeeping practices, pollution prevention and educational practices, maintenance procedures and other management practices to prevent or reduce the discharge of pollutants directly or indirectly to storm water, receiving waters or storm water conveyance systems. Best Management Practices (BMPs) also include treatment practices, operating procedures and practices to control site runoff, spillage or leaks, sludge or water disposal, or drainage from raw materials storage.

BOARD – The Code Enforcement Appeals Board of the Borough of Gettysburg, Adams County, Pennsylvania, as authorized in Chapter 1, Part 6.C. of the Code of Ordinances of the Borough of Gettysburg, Adams County, Pennsylvania.

BOROUGH – The Borough of Gettysburg, Adams County, Pennsylvania.

BOROUGH COUNCIL – The Borough Council of the Borough of Gettysburg, Adams County, Pennsylvania.

CLEAN WATER ACT – The federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.) and any amendments thereto.

CONSTRUCTION ACTIVITY – Activities subject to PA Code Chapter 102 Earth Disturbance Requirements or National Pollutant Discharge Elimination System (NPDES) construction permits. PA Code Chapter 102 requires an erosion and sediment control plan to be developed and implemented for earth disturbance activities which result in a total earth disturbance of five thousand (5,000) square feet or more. NPDES Stormwater Phase II permits will be required for construction projects resulting in land disturbance of one (1) acre or more. Such construction activities include, but are not limited to, clearing and grubbing, grading, excavating and demolition activities on premises in or adjacent to the Borough of Gettysburg.

DEP – The Pennsylvania Department of Environmental Protection.

GETTYSBURG BOROUGH STORM WATER AUTHORITY (GBSWA) – The Gettysburg Borough Storm Water Authority (GBSWA), organized under the Municipality Authorities Act, 53 Pa. C.S. § 5601 et seq., and charged with the administration and assessment of related fees in connection with the construction, operation, maintenance and repairs necessary for the implementation and operation of the Borough's municipal separate storm sewer system (MS4) program.

HAZARDOUS MATERIALS – Any material, including any substance, waste or combination thereof, which because of its quantity, concentration or physical, chemical or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property or the environment when improperly treated, stored, transported, disposed of or otherwise managed.

ILLEGAL DISCHARGE – Any direct or indirect non storm water discharge into a storm drain system, a storm sewer system or a watercourse, except as exempted in this Ordinance or Part.

ILLICIT CONNECTIONS – An illicit connection is defined as either of the following:

- A. Any drain or conveyance, whether on the surface or subsurface, which allows an illegal discharge to enter a storm drain system or a storm sewer system, including, but not limited to any conveyances which allow any non storm water discharge, including sewage, processed wastewater and wash or gray water to enter a storm drain system or a storm sewer system and any connections to the storm drain system or storm sewer system from indoor drains and sinks, regardless of whether said drain or connection had been previously allowed, permitted or approved by an authorized enforcement agency.
- B. Any drain or conveyance connected from a commercial or industrial land use to a storm drain system or storm sewer system which has not been documented in plans, maps or equivalent records and approved by the Borough of Gettysburg.

INDUSTRIAL ACTIVITY – Activities subject to National Pollutant Discharge Elimination System (NPDES) industrial permits as defined in 40 C.F.R. § 122.26(b)(14).

MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) – Any conveyance or system of conveyances (including streets, ditches and pipes) that is: owned by the Borough; designed or used for collecting or conveying storm water; not a combined sewer (i.e., not intended for both sewage and storm water); and not part of the sanitary sewer system owned and operated by the Gettysburg Municipal Authority (GMA).

PERSON – Includes, but is not limited to an individual, unincorporated association, partnership, limited partnership, firm, corporation, limited liability company, joint venture, or any other legal entity whatsoever.

POLLUTANT – Anything that causes or contributes to pollution. Pollutants may include, but are not limited to: paints, varnishes and solvents; oil and other automotive fluids; nonhazardous liquid and solid wastes, yard wastes; refuse, rubbish, garbage, litter or other discarded or abandoned objects and accumulations, so that the same may cause or contribute to pollution; floatables; pesticides, herbicides and fertilizers; hazardous substances and wastes; wastes and residues that result from constructing a building or structure; and any noxious or offensive matter of any kind.

PREMISES – Any building, lot, parcel of land or portion of land, whether improved or unimproved, including adjacent curbs, sidewalks and parking areas.

STORM DRAIN SYSTEM or **STORM SEWER SYSTEM** – Publicly or privately owned facilities by which storm water is collected and/or conveyed, including but not limited to any streets or roadways with drainage systems, municipal streets, alleys, gutters, curbs, inlets, piped storm drains, pumping facilities, retention and detention basins, natural and human-made or altered drainage channels, reservoirs and other drainage structures.

STORM WATER – Any surface flow, runoff and drainage consisting entirely of water from any form of natural precipitation, and resulting from such precipitation.

STORM WATER POLLUTION PREVENTION PLAN – A document that describes the best management practices and activities to be implemented by a person or business to identify sources of pollution or contamination at a site and the actions to eliminate or reduce pollutant discharges to storm water, storm water conveyance systems and/or receiving waters to the maximum extent practicable.

WASTE WATER – Any water or other liquid, other than uncontaminated storm water, discharged from a facility.

WATERCOURSE – A stream of water, river, brook, creek, canal, channel or ditch, whether natural or man-made.

SECTION 2. APPLICABILITY.

This Ordinance shall apply to all water entering any storm drain system or storm sewer system in the Borough generated on any developed or undeveloped lands unless explicitly exempted by the Borough.

SECTION 3. ADMINISTRATION.

The Borough shall administer, implement and enforce the provisions of this Ordinance. Any powers granted or duties imposed upon the Borough may be delegated to employees, agents or other designated representatives of the Borough; or such powers or duties may be delegated by the Borough to the Gettysburg Borough Storm Water Authority (GBSWA), its employees, agents or other designated representatives.

SECTION 4. MINIMUM STANDARDS.

The standards contained in this Ordinance are minimum standards. Compliance therewith does not ensure the absence of contamination, pollution or unauthorized discharge of pollutants.

SECTION 5. PROHIBITION OF ILLEGAL DISCHARGES.

- A. No person shall discharge or cause to be discharged into a storm drain system, a storm sewer system or any watercourse in the Borough any materials, including but not limited to pollutants or waters containing any pollutants that cause or contribute to a violation of applicable water quality standards, other than storm water. Any discharge in violation of this section shall be considered an illegal discharge.
- B. The commencement, conduct or continuance of any illegal discharge to the storm drain system or storm sewer system is prohibited except as described as follows:
 - (1) Water line flushing or other potable water sources, landscape irrigation or lawn watering, diverted stream flows, rising groundwater, groundwater infiltration to storm drains or storm sewers, uncontaminated pumped groundwater, foundation or footing drains (not including active ground water dewatering systems), crawl space pumps, air-conditioning condensation, natural springs, noncommercial washing of vehicles, residential car washing (only permitted if a cleaning agent is not utilized), natural riparian habitat or wetland flows and firefighting activities.
 - (2) Discharges specified, in writing, by the Borough as being necessary to protect public health, safety and welfare.
 - (3) Dye testing, conditioned upon verbal notification to the Borough and confirmation of receipt of the same prior to the time of the test.
 - (4) Any non storm water discharge permitted under a NPDES permit, waiver or waste discharge order issued to the discharger and administered under the authority of DEP, provided that the discharger is in full compliance with all requirements of the permit, waiver or order and other applicable laws and regulations, and provided that written approval has been granted for any discharge to the storm drain system.

SECTION 6. PROHIBITION OF ILLICIT CONNECTIONS.

The construction, use, maintenance or continued existence of illicit connections to a storm drain system or storm sewer system is prohibited.

- A. This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permitted under law or practices applicable or prevailing at the time of connection.
- B. A person is considered to be in violation of this Ordinance if the person connects a line conveying sewage to the Municipal Separate Storm Sewer System (MS4), or allows such a connection to continue.

SECTION 7. SUSPENSION OF MS4 ACCESS.

- A. **Suspension due to illegal discharges in emergency situations.** The Borough, the Commonwealth of Pennsylvania and the United States of America may, without prior notice, suspend MS4 discharge access to a person when such suspension is necessary to stop an actual or threatened discharge which presents or may present imminent and

substantial danger to the environment, to the health or welfare of persons, or to the MS4 or waters of the Commonwealth of Pennsylvania or of the United States of America. If the violator fails to comply with the suspension order issued in an emergency, the Borough may take such steps as deemed necessary to prevent or minimize damage to the MS4 or waters of the Commonwealth of Pennsylvania or of the United States of America, or to minimize danger to persons, including without limitation, entering the property for the purpose of disconnecting and/or performing emergency maintenance or repairs to storm drains or storm sewers. In the event the Borough must disconnect or perform emergency maintenance and/or repairs, the Borough may file and attach a municipal lien on the property which is causing the illegal discharge for any such emergency work, maintenance or repairs performed by the Borough or at its direction.

- B. **Suspension due to the detection of illegal discharge or illicit connection.** Any person discharging to the MS4 in violation of this Ordinance or Part may have MS4 access terminated if such termination would abate or reduce an illegal discharge or illicit connection. The Borough will notify a violator of the proposed termination of MS4 access. The violator may petition the Borough for a reconsideration and hearing.
- C. A person commits an offense if the person reinstates MS4 access to premises terminated pursuant to this section without the prior approval of the authorized enforcement agency.

SECTION 8. INDUSTRIAL OR CONSTRUCTION ACTIVITY DISCHARGES.

Any person subject to an industrial or construction activity NPDES storm water discharge permit shall comply with all provisions of such permit. Proof of compliance with said permit may be required in a form acceptable to the Borough prior to allowing discharges to the MS4.

SECTION 9. MONITORING OF DISCHARGES.

- A. **Applicability.** This section applies to all facilities that have storm water discharges associated with industrial activity, including construction activity.
- B. **Access to facilities.**
 - (1) The Borough shall be permitted to enter and inspect property and facilities subject to regulation under this Ordinance or Part as often as may be necessary to determine compliance with this Ordinance or Part. If a discharger has security measures in force which require proper identification and clearance before entry into the premises, the discharger shall make the necessary arrangements to allow access to the Borough, its representatives, agents or contractors.
 - (2) Facility operators shall allow the Borough ready access to all parts of the premises for the purposes of inspection, sampling, examination and copying of records that must be kept under the conditions of a NPDES permit to discharge storm water and the performance of any additional duties as defined by state and federal law.
 - (3) The Borough shall have the right to place at any permitted facility such devices as are necessary as determined by the Borough or its professional consultants to conduct monitoring and/or sampling of the facility's storm water discharge.

- (4) The Borough has the right to require the discharger to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the discharger at its own expense. All devices used to measure storm water flow and quality shall be properly calibrated in order to ensure accuracy of the device.
- (5) Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the operator at the written or oral request of the Borough and shall not be replaced. The costs of clearing such access shall be borne by the operator.
- (6) Unreasonable delays in allowing the Borough access to a permitted facility is a violation of a storm water discharge permit and of this Ordinance or Part. An operator of a facility with a NPDES permit to discharge storm water associated with industrial activity commits an offense if the Borough is denied reasonable access to the permitted facility for the purpose of conducting any activity authorized or required by this Ordinance or Part.
- (7) If the Borough has been refused access to any part of the premises from which storm water is discharged, and the Borough's representative is able to demonstrate probable cause to believe that there may be a violation of this Ordinance or Part, or that there is a need to inspect and/or sample as part of a routine inspection and sampling program designed to verify compliance with this Ordinance or Part or any order issued hereunder, or to protect the overall public health, safety and welfare of the community, then the authorized enforcement agency may seek issuance of a search warrant from any court of competent jurisdiction.

SECTION 10. PREVENTION, CONTROL AND REDUCTION OF STORM WATER POLLUTANTS BY USE OF BEST MANAGEMENT PRACTICES (BMPs).

The Borough will adopt requirements identifying best management practices for any activity, operation or facility which may cause or contribute to pollution or contamination of storm water, the storm drain system or waters of the Commonwealth of Pennsylvania or of the United States of America. The owner or operator of a commercial or industrial establishment or facility shall provide, at the expense of the owner or operator, reasonable protection from accidental discharge of prohibited materials or other wastes into the municipal storm drain or storm sewer system or any watercourse through the use of these structural and nonstructural BMPs. Further, any person responsible for a property or premises which is, or may be, the source of an illegal discharge may be required to implement, at said person's expense, additional structural and nonstructural BMPs to prevent the further discharge of pollutants to the MS4. Compliance with all terms and conditions of a valid NPDES permit authorizing the discharge of storm water associated with industrial activity, to the extent practicable, shall be deemed as compliance with the provisions of this section. These BMPs shall be part of a storm water pollution prevent plan as necessary for compliant with requirements of the NPDES permit.

SECTION 11. WATERCOURSE PROTECTION.

Every person owning property through which a watercourse passes, or such person's lessee, shall keep and maintain that part of the watercourse within the property free of trash, debris, excessive vegetation and other obstacles that would pollute, contaminate or significantly retard or impede the flow of water through the watercourse. In addition, the owner or lessee shall maintain existing privately owned structures within or adjacent to a watercourse so that such structures will not become a hazard to the use, function or physical integrity of the watercourse.

SECTION 12. NOTIFICATION OF SPILLS.

Notwithstanding other legal duties and requirements, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation has information of any known or suspected release of materials which are resulting or may result in illegal discharges or pollutants discharging into storm water, a storm drain or storm sewer system or into any waters of the Commonwealth of Pennsylvania or of the United States of America, said person shall take all necessary steps to ensure the discovery, containment and cleanup of such release. In the event of such a release of hazardous materials, said person shall immediately notify emergency response agencies of the occurrence by and through emergency dispatch services. In the event of a release of nonhazardous materials, said person shall notify the authorized enforcement agency, in person, by telephone, by electronic mail or by facsimile transmission, no later than the next business day following the release or discharge. Notifications in person or by telephone shall be confirmed by written notice addressed and mailed to the Borough within three (3) business days of the telephone notification. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three (3) years following the release or discharge.

SECTION 13. ENFORCEMENT; NOTICE OF VIOLATION.

- A. Whenever the Borough finds that a person has violated a prohibition or failed to meet a requirement of this Ordinance or Part, the Borough may order compliance by written notice of violation to the responsible person. Such notice may require, without limitation:
- (1) The performance of monitoring, analyses and reporting;
 - (2) The elimination of illicit connections or illegal discharges;
 - (3) That violating discharges, practices or operations shall cease and desist;
 - (4) The abatement or remediation of storm water pollution or contamination hazards and the restoration of any affected property;
 - (5) Payment of a fine to cover administrative and remediation costs; and
 - (6) The implementation of source control or treatment BMPs.

SECTION 14. APPEAL OF NOTICE OF VIOLATION.

Any person receiving a notice of violation may appeal the determination of the Borough to the Code Enforcement Appeals Board of the Borough of Gettysburg consistent with Chapter 1, Part 6.C. of the Borough Code of Ordinances. The application for an appeal shall be filed with the Borough Secretary not later than thirty (30) days after the notice of violation is issued.

SECTION 15. ENFORCEMENT MEASURES AFTER APPEAL.

If the violation has not been corrected pursuant to the requirements set forth in the notice of violation or, in the event of an appeal, within thirty (30) days of the Board's decision upholding the determination of the Borough, then representatives of the Borough shall enter upon the subject private property and are authorized to take any and all measures necessary to abate the violation and/or restore the property. It shall be unlawful for any person, owner, agent or person in possession of any premises to refuse to allow the Borough or representatives to enter upon the premises for the purposes set forth herein.

SECTION 16. COST OF ABATEMENT OF VIOLATION.

- A. Within thirty (30) days after abatement of the violation, the owner of the property will be notified of the cost of abatement, including administrative costs. The property owner may thereafter file a written protest objecting to the amount of the assessment within thirty (30) days. If the amount due is not paid within a timely manner as determined by the decision of the Borough or by the expiration of the time in which to file an appeal, the charges shall become a special assessment against the property and shall constitute a municipal lien on the property for the amount of the assessment.
- B. Any person violating any of the provisions of this Ordinance or Part shall become liable to the Borough by reason of such violation. The liability shall be paid in not more than twelve (12) equal installment payments. Interest at the legal rate shall be assessed on the liability if paid in installment payments as aforesaid.

SECTION 17. INJUNCTIVE RELIEF.

It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of this Ordinance or Part. If a person has violated or continues to violate the provisions of this Ordinance or Part, the Borough may petition a court of competent jurisdiction for a preliminary or permanent injunction restraining the person from activities which would create further violations or compelling the person to perform abatement or remediation of the violation.

SECTION 18. COMPENSATORY ACTION.

In lieu of enforcement proceedings, penalties and remedies authorized by this Ordinance or Part, the Borough may impose upon a violator alternative compensatory actions, to include, but not limited to, storm drain or storm sewer stenciling, attendance at compliance workshops or cleanup activities.

SECTION 19. VIOLATIONS DEEMED PUBLIC NUISANCE.

In addition to the enforcement processes and penalties provided, any condition caused or permitted to exist in violation of any of the provisions of this Ordinance or Part is a threat to public health, safety and welfare and is declared and deemed a public nuisance and may be summarily abated or restored at the violator's expense, and/or a civil action to abate, enjoin or otherwise compel the cessation of such nuisance may be taken.

SECTION 20. PENALTY.

Any person who shall violate this Ordinance or Part shall, upon conviction thereof, be sentenced to pay a fine of not more than \$1,000.00 and the costs of prosecution. Each day that a violation of this Ordinance or Part continues shall constitute a separate offense.

SECTION 21. RECOVERY OF EXPENSES.

The Borough may recover all attorney's fees, court costs and other expenses associated with enforcement of this Ordinance or Part, either criminal or civil, including sampling and monitoring expenses or other costs of investigation incurred by the Borough.

SECTION 22. REMEDIES NOT EXCLUSIVE.

The remedies set forth in this Ordinance or Part are not exclusive of any other remedies available under any applicable federal, state or local law, and it is within the discretion of the Borough to seek any cumulative remedies.

SECTION 23: SEVERABILITY.

The provisions of this Ordinance or Part are severable, and if any section, clause, part or provision hereof shall be held to be illegal, invalid or unconstitutional by any court of competent jurisdiction, such decision of that court shall not affect or impair the remaining sections, sentences, clauses, parts or provisions of this ordinance. It is hereby declared to be the intent of the Borough Council of the Borough of Gettysburg that this Ordinance would have been enacted if such illegal, invalid or unconstitutional section, sentence, clause, part or provision had not been included in this Ordinance or Part.

SECTION 24: REPEALER.

All other ordinances or parts of ordinances inconsistent herewith are hereby repealed insofar as the same affect this Ordinance.

SECTION 25. EFFECTIVE DATE.

This Ordinance shall take effect upon enactment.

THIS ORDINANCE DULY ENACTED AND ORDAINED according to law on this 10th day of June, 2019, at a duly advertised general monthly business meeting of the Borough Council of the Borough of Gettysburg, Adams County, Pennsylvania.

APPENDIX III

Lot Coverage Appeal Application

NOTE

*This Application is being provided for illustrative purposes only
and may be subsequently modified by GBSWA.
A current version of this Application will be provided by GBSWA.*

Gettysburg Borough Storm Water Authority Lot Coverage Appeal Application

Any GBSWA Property Owner who believes the Lot Coverage Area calculation for their property is incorrect, will need to complete this Appeal Application in its entirety with all required supporting documents for each Parcel.

Please fill out all Sections of this form, except for Sections marked "For GBSWA Use Only"

General Information:

Submission Date: _____

Name of Property Owner: _____

Mailing Address: _____

Contact Person: _____

Email Address: _____

Telephone Number: _____

NOTE

This Application is being provided for illustrative purposes only and may be subsequently modified by GBSWA.

A current version of this Application will be provided by GBSWA.

Please visit www.gettysburgpa.gov to download the latest Lot Coverage Appeal Application.

Property Information:

Property Address: _____

Parcel ID Number: _____

Checklist:

REQUIRED ITEMS THAT MUST BE SUBMITTED WITH THIS FORM FOR ADMINISTRATIVE COMPLETENESS:

Please note that any submitted documentation will not be returned to the Property Owner and will become a record attached to the land parcel for future reference.

- ☐ A copy of the Property Owner's GBSWA Billing Notice.
- ☐ Full payment has been made to the Borough. (Check No. _____ Date _____)
- ☐ The Property Owner's Estimate of their Property's Lot Coverage Total Area _____ sq. ft.
- ☐ Sketch Plan and/or Aerial Drawing of Property with dimensions of all Lot Coverage Areas labeled. (See Page 2 "Lot Coverage Sketch Plan Example")
- ☐ Photos of Lot Coverage.

PROPERTY OWNER STATEMENT

The Property Owner or Authorized Representative agrees, by signing below, that they have completed this form to the best of their knowledge and that the information contained in this document is true and accurate. The Property Owner or Authorized Representative also agrees that they have read and understand the Gettysburg Borough Storm Water Authority Rates, Rules, and Regulation Policy Manual, latest edition and the appeal review process. The Property Owner or Authorized Representative understands that if the appeal is granted, the bill will not be changed until the next billing cycle, and a refund may be issued.

Signature of Property Owner or Authorized Representative

Date

Printed Name of Property Owner or Authorized Representative

SUBMISSION OF APPEAL APPLICATION

PLEASE MAIL OR EMAIL THE COMPLETED APPLICATION AND ALL REQUIRED SUPPORTING DOCUMENTS TO:

Gettysburg Borough Storm Water Authority
Attn: Debra English
59 East High Street, Gettysburg, PA 17325
Email: DEnglish@gettysburgpa.gov

"FOR GBSWA USE ONLY"

APPEAL TRACKING

Received by Borough

By: _____

Date: _____

Administratively Complete

By: _____

Date: _____

Technical Review

By: _____

Date: _____

Appeal Determination

By: _____

Date: _____

Freedom Software Updated

By: _____

Date: _____

Gettysburg Borough Storm Water Authority

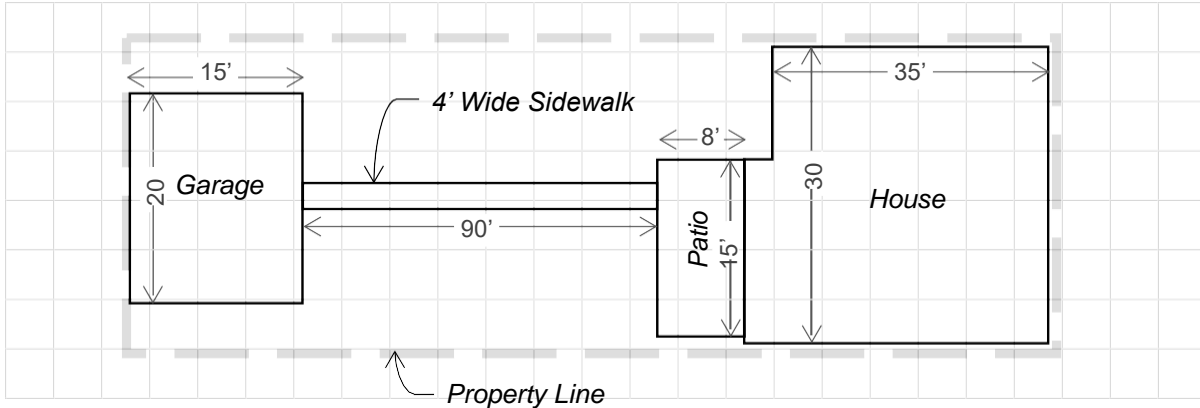
Lot Coverage Appeal Application

Lot Coverage Sketch Plan Example:

As defined by the Gettysburg Borough Storm Water Authority Rates, Rules, and Regulation Policy Manual, latest edition.

Impervious Area – An area that does not allow, or allows only with great difficulty, the movement of water into the ground. Also known as Impervious Areas (IA), Impervious Surfaces, or IAs, include, but are not limited to: Roofs, Additional outdoor living spaces, Patios, Garages, Storage sheds and similar structures, Parking or driveway areas, and any private streets or sidewalks, or other improved areas that are determined to be impervious by GBSWA, the Borough's Storm Water Ordinance, or its Engineer.

Lot Coverage – An area or surface covered by any non-organic material such as buildings, paved areas, gravel areas, and other like-type surfaces including but not limited to impervious area.



“FOR GBSWA USE ONLY”

Verification of Lot Coverage:

<i>Calculation of Lot Coverage Area</i>	<i>Square Foot</i>
Roofs (House)
Garages
Storage Sheds/Similar Structures
Driveway/Parking Areas
Private Sidewalks/Streets
Patio/Decks
Other:
Other:
Other:
Total Impervious Area:

Appeal Summary:

Appeal Status: ☐ GRANTED ☐ DENIED

Change in ERU: ☐ YES ☐ NO

New ERU: ERUs

Reason for Denial / Review Comments:

Appeal **DENIED** by
Gettysburg Borough
Storm Water Authority this

_____ day of _____, 20____

Borough Official Signature

- **or** -

Appeal **GRANTED** by
Gettysburg Borough
Storm Water Authority this

_____ day of _____, 20____

Borough Official Signature

APPENDIX IV

Change of Ownership Form

NOTE

*This Form is being provided for illustrative purposes only
and may be subsequently modified by GBSWA.
A current version of this Form will be provided by GBSWA.*

Gettysburg Borough Storm Water Authority Change of Ownership Form

Any GBSWA Property Owner who believes that storm water fees have been assigned for a parcel they do not own, will need to complete this form in its entirety with all required supporting documents.

Please fill out all Sections of this form, except for Sections marked "For GBSWA Use Only"

General Information:

Submission Date: _____

Name of Property Owner: _____

Mailing Address: _____

Contact Person: _____

Email Address: _____

Telephone Number: _____

NOTE

This Application is being provided for illustrative purposes only and may be subsequently modified by GBSWA.

A current version of this Application will be provided by GBSWA.

Please visit www.gettysburgpa.gov to download the latest Change of Ownership Form.

Property Information:

Property Address: _____

Parcel ID Number: _____

Date of Ownership Change: _____

Name of New Property Owners: _____

Checklist:

REQUIRED ITEMS THAT MUST BE SUBMITTED WITH THIS FORM FOR ADMINISTRATIVE COMPLETENESS:

Please note that any submitted documentation will not be returned to the Property Owner and will become a record attached to the land parcel for future reference.

- ☐ A copy of the Property Owner's GBSWA Billing Notice.
- ☐ Tax Parcel Information or the Deed for the Property showing new ownership.
(Adams County Parcel Website: https://mapping.adamscounty.us/apps/Public_Parcel_Viewer/)

PROPERTY OWNER STATEMENT

The Property Owner or Authorized Representative agrees, by signing below, that they have completed this form to the best of their knowledge and that the information contained in this document is true and accurate.

Signature of Property Owner or Authorized Representative

Printed Name of Property Owner or Authorized Representative

SUBMISSION OF FORM

Please mail or email the completed form and all required supporting documents to:

Gettysburg Borough Storm Water Authority
Attn: Debra English
59 East High Street
Gettysburg, PA 17325
Email: DEnglish@gettysburgpa.gov

"FOR GBSWA USE ONLY"

FORM TRACKING

Received by Borough

By: _____

Date: _____

Administratively Complete

By: _____

Date: _____

Reviewed by Finance Dept.

By: _____

Date: _____

Verified with Adams County

By: _____

Date: _____

Freedom Software Updated

By: _____

Date: _____

APPENDIX V

Stormwater Management Program Fee Credit Application

NOTE

*This Application is being provided for illustrative purposes only
and may be subsequently modified by GBSWA.
A current version of this Application will be provided by GBSWA.*

Gettysburg Borough Storm Water Authority Stormwater Management Program Fee Credit Application

Any GBSWA Property Owner who believes they qualify for an approved stormwater credit, will need to complete this Stormwater Management Program (SMP) Fee Credit Application in its entirety with all required supporting documents for each Parcel. Property Owners should review the GBSWA Credit Policy provided in the GBSWA's Rates, Rules, and Regulations for eligibility requirements for Credits.

Please fill out all sections of this form, except for sections marked "For GBSWA Use Only"

General Information:

Submission Date: _____

Name of Property Owner: _____

Mailing Address: _____

Contact Person: _____

Email Address: _____

Telephone Number: _____

Property Information:

Property Address: _____

Parcel ID Number: _____

NOTE

This Application is being provided for illustrative purposes only and may be subsequently modified by GBSWA.

A current version of this Application will be provided by GBSWA.

Please visit www.gettysburgpa.gov to download the latest Stormwater Management Program Fee Credit Application.

"FOR GBSWA USE ONLY"

CREDIT TRACKING

Received by Borough

By: _____

Date: _____

Administratively Complete

By: _____

Date: _____

Technical Review

By: _____

Date: _____

Credit Determination

By: _____

Date: _____

Freedom Software Updated

By: _____

Date: _____

Credit Types:

Please check all credit types that apply to the Parcel and **complete each corresponding Credit Section(s) on Pages 2 and 3:**

☐ Urban Trees

☐ Structural BMPs

☐ Innovation Credits

☐ Industrial Stormwater NPDES Permit

☐ Environmental Cleanup/Brownfields Program

URBAN TREES

Please complete the following questions and attached the required supporting documents. To be eligible for this credit, each tree must have a minimum cumulative diameter at breast height (DBH) of one (1)-inch. A minimum of two (2) trees are needed to qualify for this Credit.

Total number of trees: _____

REQUIRED ITEMS THAT MUST BE SUBMITTED WITH THIS FORM FOR ADMINISTRATIVE COMPLETENESS:

Please note that any submitted documentation will not be returned to the Property Owner and will become a record attached to the land parcel for future reference.

☐ Sketch Plan and/or Aerial Drawing of Property with locations and diameters of each tree labeled. (See Page 4 "Credit Sketch Plan")

☐ Photo(s) of all trees.

☐ Full payment has been made to the Borough. (Check No. _____ Date _____)

The Property Owner or Authorized Representative attests that all trees included in the above count, have a minimum cumulative diameter at breast height (DBH) of one (1)-inch or larger in diameter, and are alive and healthy.

(CONTINUED ON NEXT PAGE)

Signature of Property Owner or Authorized Representative

(CONTINUED ON NEXT PAGE)

**Gettysburg Borough Storm Water Authority
Stormwater Management Program Fee Credit Application**

S T R U C T U R A L B M P S

Please complete the following and attached the required supporting documents.

Type of Structural BMP in accordance with PA BEST MANAGEMENT PRACTICE MANUAL: _____

Total amount of Impervious Area going to BMPs: _____ sq. ft.

REQUIRED ITEMS THAT MUST BE SUBMITTED WITH THIS FORM FOR ADMINISTRATIVE COMPLETENESS:

Please note that any submitted documentation will not be returned to the Property Owner and will become a record attached to the land parcel for future reference.

- ☐ Sketch Plan and/or Aerial Drawing of Property with locations and types of each Structural BMP labeled
(See Page 4 "Credit Sketch Plan")
- ☐ Stormwater Calculations
- ☐ Photo(s) of Structural BMPs
- ☐ Full payment has been made to the Borough. (Check No. _____ Date _____)

Please Note: GBSWA reserves the right to require additional information or waive some requirements for this credit for property owners on a case by case basis.

I N N O V A T I O N C R E D I T

Please complete the following and attached the required supporting documents.

Detailed description of the type of Innovation Credit (attach additional pages, if needed): _____

REQUIRED ITEMS THAT MUST BE SUBMITTED WITH THIS FORM FOR ADMINISTRATIVE COMPLETENESS:

Please note that any submitted documentation will not be returned to the Property Owner and will become a record attached to the land parcel for future reference.

- ☐ Sketch Plan and/or Aerial Drawing of Property showing details and layout of Innovation Credit. (See Page 4 "Credit Sketch Plan")
- ☐ Calculations and/or Reporting, if applicable
- ☐ Photo(s) of location and Innovation Credit.
- ☐ Full payment has been made to the Borough. (Check No. _____ Date _____)

(CONTINUED ON NEXT PAGE)

**Gettysburg Borough Storm Water Authority
Stormwater Management Program Fee Credit Application**

INDUSTRIAL STORMWATER NPDES PERMIT

Please submit the following documents:

REQUIRED ITEMS THAT MUST BE SUBMITTED WITH THIS FORM FOR ADMINISTRATIVE COMPLETENESS:

Please note that any submitted documentation will not be returned to the Property Owner and will become a record attached to the land parcel for future reference.

- ☐ A copy of the active NPDES Industrial Stormwater Permit.
- ☐ A copy of the Discharge Monitoring Report for the current year.
- ☐ Full payment has been made to the Borough. (Check No. _____ Date _____)

ENVIRONMENTAL CLEAN - UP / BROWNFIELD SPROGRAM BMPs

Please submit the following documents:

REQUIRED ITEMS THAT MUST BE SUBMITTED WITH THIS FORM FOR ADMINISTRATIVE COMPLETENESS:

Please note that any submitted documentation will not be returned to the Property Owner and will become a record attached to the land parcel for future reference.

- ☐ Documentation that confirms the Property has participated in some type of environmental remediation program.
- ☐ Full payment has been made to the Borough. (Check No. _____ Date _____)

PROPERTY OWNER STATEMENT

The Property Owner or Authorized Representative of the property listed on Page 1 of this document, agrees by signing below, that they have completed this form to the best of their knowledge and that the information contained in this document is true and accurate. The Property Owner or Authorized Representative also agrees that they have read and understand all conditions of the Credits in which they have applied for as outlined in the Gettysburg Borough Storm Water Authority's Rates, Rules, and Regulation Policy Manual, latest edition and the Credit review process. Additionally, by signing below, the Property Owner or Authorized Representative agrees that GBSWA or a representative of GBSWA, may at reasonable times enter the property to inspect the property or condition or operation of the BMPs applied for in this Credit Application. The Property Owner or Authorized Representative understands that if the Credit is granted, the bill will not be changed until the next billing cycle, and a refund may be issued.

Signature of Property Owner or Authorized Representative

Date

Printed Name of Property Owner or Authorized Representative

SUBMISSION OF CREDIT APPLICATION

PLEASE MAIL OR EMAIL THE COMPLETED APPLICATION AND ALL REQUIRED SUPPORTING DOCUMENTS TO:

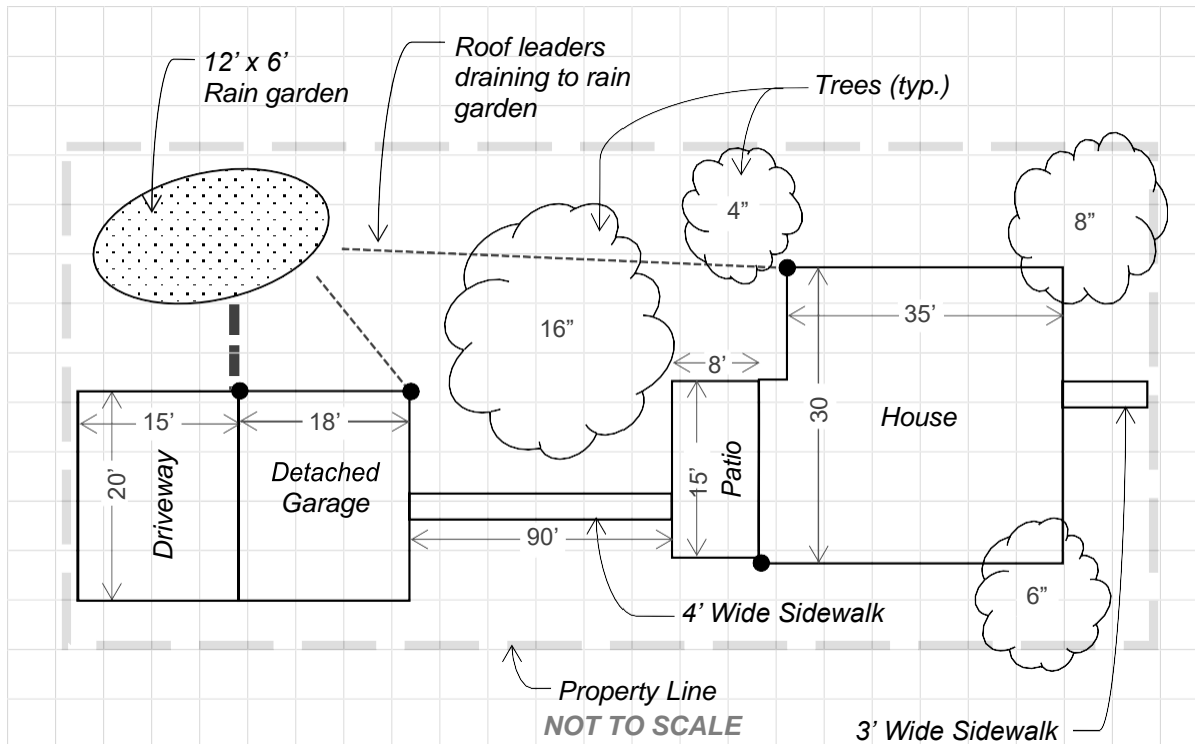
**Gettysburg Borough Storm Water Authority
Attn: Debra English
59 East High Street
Gettysburg, PA 17325
Email: DEnglish@gettysburgpa.gov**

Gettysburg Borough Storm Water Authority Stormwater Management Program Fee Credit Application

(CONTINUED ON NEXT PAGE)

C R E D I T S K E T C H P L A N E X A M P L E

The Credit Sketch Plan Example below depicts lot coverage area and/or impervious area which include a house, sidewalks, patio, detached garage and driveway as well as dimensions for each feature. In addition, information is shown for the Urban Tree Planting Credit (each tree location and diameters labeled), as well as the Structural BMPs Credit (rain garden location and roof leaders shown that flow to BMP). The property line is also shown for reference.



“FOR GBSWA USE ONLY”

Calculation of Credits:

NOTE: Property Owners are eligible to only receive a maximum twenty (20%) percent reduction in their total amount of impervious area.

- A. Total Existing Lot Coverage Area _____ sq. ft.
- B. Credit Area _____ sq. ft.
- C. Difference between Line A and Line B _____ sq. ft.
- D. Divide Line C by 2,500 sq. ft. _____ ERU
- *Billable ERUs: _____ ERU

*Billable ERU shall be rounded to the nearest whole number based on conventional rounding.

Credit Summary:

Credit Status: ☐ GRANTED ☐ DENIED

Change in ERU: ☐ YES ☐ NO

New ERU: _____ ERUs

Did Property Receive Maximum Credit?

☐ YES ☐ NO

If No, amount of cumulative percent received: _____

Reason for Denial / Review Comments: _____

Credit **DENIED** by
Gettysburg Borough
Storm Water Authority this

_____ day of _____, 20____

Borough Official Signature

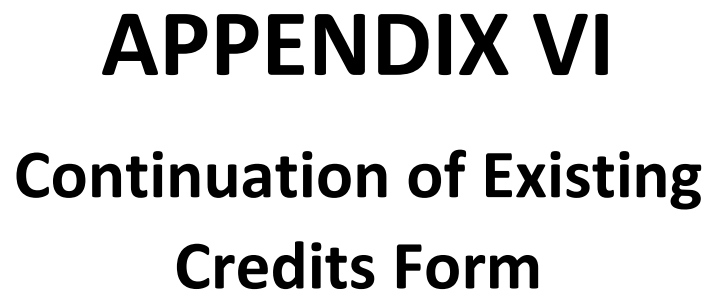
- or -

Credit **GRANTED** by
Gettysburg Borough
Storm Water Authority this

_____ day of _____, 20____

Borough Official Signature

**Gettysburg Borough Storm Water Authority
Stormwater Management Program Fee Credit Application**



APPENDIX VI

Continuation of Existing Credits Form

NOTE

*This Form is being provided for illustrative purposes only
and may be subsequently modified by GBSWA.
A current version of this Form will be provided by GBSWA.*

**Gettysburg Borough Storm Water Authority
Continuation of Existing Credit Form**

Any GBSWA Property Owner who is a new owner of a property that has an existing BMP credit associated with the property, will need to complete this Continuation of Existing Credit Form (CEC) in its entirety with all required supporting documents for each Parcel. Property Owners should review the GBSWA Credit Policy provided in the GBSWA's Rates, Rules, and Regulations for eligibility requirements for Credits.

General Information:

Submission Date: _____

Name of Property Owner: _____

Mailing Address: _____

Contact Person: _____

Email Address: _____

Telephone Number: _____

Property Information:

Property Address: _____

Parcel ID Number: _____

Credit Types:

Please check all credit types that apply to the Parcel.

- ☐ Urban Trees
- ☐ Structural BMPs
- ☐ Innovation Credits

- ☐ Industrial Stormwater NPDES Permit
- ☐ Environmental Cleanup/Brownfields Program

Checklist:

REQUIRED ITEMS THAT MUST BE SUBMITTED WITH THIS FORM FOR ADMINISTRATIVE COMPLETENESS:

Please note that any submitted documentation will not be returned to the Property Owner and will become a record attached to the land parcel for future reference.

- ☐ A copy of the Property Owner's GBSWA Billing Notice.
- ☐ Tax Parcel Information or the Deed for the Property showing new ownership.
(Adams County Parcel Website: https://mapping.adamscounty.us/apps/Public_Parcel_Viewer/)
- ☐ Full payment has been made to the Borough. (Check No. _____ Date _____)

P R O P E R T Y O W N E R S T A T E M E N T

The Property Owner or Authorized Representative of the property listed on this document, agrees by signing below, that they have completed this form to the best of their knowledge and that the information contained in this document is true and accurate. The Property Owner or Authorized Representative also agrees that they have read and understand all conditions of the Credits in which they have applied for as outlined in the Gettysburg Borough Storm Water Authority's Rates, Rules, and Regulation Policy Manual, latest edition, and the Credit review process. Additionally, by signing below, the Property Owner or Authorized Representative agrees that GBSWA or a representative of GBSWA, may at reasonable times enter the property to inspect the property or condition or operation of the BMPs applied for in this Credit Application. The Property Owner or Authorized Representative understands that if the Credit is granted, the bill will not be changed until the next billing cycle, and a refund may be issued.

Signature of Property Owner or Authorized Representative

Date

Printed Name of Property Owner or Authorized Representative

"FOR GBSWA USE ONLY"

CREDIT TRACKING

Received by Borough

By: _____

Date: _____

Administratively Complete

By: _____

Date: _____

Technical Review

By: _____

Date: _____

Credit Determination

By: _____

Date: _____

Freedom Software Updated

By: _____

Date: _____

**Gettysburg Borough Storm Water Authority
Continuation of Existing Credit Form**

SUBMISSION OF CREDIT APPLICATION

PLEASE MAIL OR EMAIL THE COMPLETED APPLICATION AND ALL REQUIRED SUPPORTING DOCUMENTS TO:

Gettysburg Borough Storm Water Authority
Attn: Debra English
59 East High Street, Gettysburg, PA 17325
Email: DEnglish@gettysburgpa.gov

“FOR GBSWA USE ONLY”

Calculation of Credits:

NOTE: Property Owners are eligible to only receive a maximum twenty (20%) percent reduction in their total amount of impervious area.

- A. Total Existing Lot Coverage Area _____ sq. ft.
B. Credit Area _____ sq. ft.
C. Difference between Line A and Line B _____ sq. ft.
D. Divide Line C by 2,500 sq. ft. _____ ERU

*Billable ERUs: _____ ERU

**Billable ERU shall be rounded to the nearest whole number based on conventional rounding.*

Credit Summary:

Credit Status: ☐ GRANTED ☐ DENIED

Change in ERU: ☐ YES ☐ NO

New ERU: _____ ERUs

Did Property Receive Maximum Credit?

☐ YES ☐ NO

If No, amount of cumulative percent received: _____

Reason for Denial / Review Comments: _____

Credit **DENIED** by
Gettysburg Borough
Storm Water Authority this

_____ day of _____, 20____

Borough Official Signature

- or -

Credit **GRANTED** by
Gettysburg Borough
Storm Water Authority this

_____ day of _____, 20____

Borough Official Signature



APPENDIX VII

ERU Rate Schedule

How the ERU Rate Schedule Was Established

This Appendix describes the method in which the Equivalent Residential Unit (ERU) Rate Schedule was established.

It was determined that the fairest way to assess a fee would be based on lot coverage. An ERU fee structure bills an amount proportional to the lot coverage on a parcel, regardless of the parcel's total area. It was also decided that the most efficient method of establishing a fee was to create a three-tiered structure such that the majority of properties within the Borough fit within Tier 2. Tier 2 is representative to the average amount of lot coverage area of a residential property within the Borough.

A four-step process was used to determine the ERU Rate Schedule:

STEP 1:

The first step was to determine the total number of residential units in 2018. This was derived using Adams County Tax Parcel information. This resulted in approximately 1,144 residential units.

STEP 2:

The next step was to calculate the average lot coverage area of a single residential unit.

Using ArcGIS's ArcMap along with high quality aerial imagery obtained from Adams County, the total amount of lot coverage area on all residential properties was calculated to be approximately 2,880,652 square feet. The average amount of lot coverage area on each residential parcel was then calculated by dividing the 2,880,652 square feet by 1,144 residential units. This calculation resulted in an average lot coverage area amount of approximately 2,518 square feet, which was rounded to 2,500 square feet. Therefore, one (1) Equivalent Residential Unit (ERU) is 2,500 square feet.

Please note that once the Equivalent Residential Unit (ERU) was set, the land use of the parcel, for example 'residential' or 'commercial', was no longer considered in calculating the fee. There is no difference in fees for a residential unit versus a non-residential unit aside from how much lot coverage area is on that parcel.

STEP 3:

A three-tiered structure was then created using conventional rounding techniques by subtracting and adding half of 2,500 square feet to the 2,500 square feet.

$2,500 \text{ ft}^2 - 1,250 \text{ ft}^2 = 1,250 \text{ ft}^2$ created the bottom of the range.

$2,500 \text{ ft}^2 + 1,250 \text{ ft}^2 = 3,750 \text{ ft}^2$ created the top of the range.

Any property with lot coverage area within the range listed on the previous page would be considered one (1) ERU. This range captured the majority of the parcels in the Borough.

It was determined that any property below 1,250 square feet of lot coverage area would be considered 0.5 ERU.

To determine the number of ERUs for a parcel having more than 3,750 square feet of lot coverage, the total amount of lot coverage was first measured then divided by 2,500 square feet and rounded to the nearest whole number using conventional rounding.

STEP 4:

The final step was to determine the fee per ERU. First, the total amount of lot coverage area in the entire Borough was calculated again by using ArcGIS's ArcMap and high quality aerial imagery obtained from Adams County. All lot coverage areas, including sidewalks and street pavement, within public rights-of-way were removed from the calculation to present a more accurate representation of the lot coverage area per parcel.

This resulted in approximately 12,121,250 square feet of lot coverage area in the Borough. The total number of ERU's in the Borough was then calculated by dividing the total lot coverage area in the Borough (12,121,250 ft²) by the lot coverage area for 1 ERU (2,500 ft²) which resulted in approximately 4,848 ERUs in the Borough.

Finally, the Total Estimated Annual Operating Cost needed to be determined. A budget was prepared, and the Total Estimated Annual Operating Cost was set at approximately \$500,000. The Cost per ERU was then derived by dividing the Total Estimated Annual Operating Cost by the Total No. of ERUs. Dividing \$500,000 by 4,848 resulted in a per ERU cost of \$103 which was subsequently rounded down to \$100 per ERU.

The ERU Rate Schedule is summarized below:

Tier	Amount of Lot Coverage	Annual Fee
1	0 - 1,249 square feet = 0.5 ERU	\$50.00
2	1,250 - 3,749 square feet = 1 ERU	\$100.00
3	3,750 or more square feet = 1 ERU per each 2,500 square feet of lot coverage (or fraction thereof)*	\$100.00 per ERU*

**The annual fee for a Tier 3 property will be determined by rounding that property's calculated ERU to the nearest whole number following conventional rounding.*